

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

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Chief Deputy Director

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Medical Director



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DEPARTMENT OF MENTAL HEALTH

<http://dmh.co.la.ca.us>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION FOR ACCEPTANCE OF FEDERAL GRANT FUNDS
AND
AUTHORIZATION FOR THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO AN
AGREEMENT WITH THE LENNOX SCHOOL DISTRICT FOR FISCAL YEAR 2003-2004
AND
APPROVAL OF REQUEST FOR APPROPRIATION ADJUSTMENT FOR FISCAL
YEAR 2003-2004
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Mental Health to enter into a Grant Award Agreement (Attachment I) with the State of California Board of Corrections (BOC) and to receive federal grant funds totaling \$109,583 for Fiscal Year (FY) 2003-2004. Effective upon Board approval, these funds will be paid to Lennox School District (Lennox) for the funding of mental health services for high-need middle school children. The term of the Agreement is October 1, 2003 through June 30, 2004, or until completion of the payment, whichever is later. There is no net County cost associated with the requested actions.
2. Instruct the Chairman, Board of Supervisors, to sign one original Board Resolution (Attachment II) and one Certification of Assurance of Compliance (Attachment III) for submission to the BOC.

3. Approve and instruct the Director of Mental Health or his designee to execute a Letter of Agreement, substantially similar to Attachment IV, with Lennox for the payment of the federal grant funds received by Department of Mental Health (DMH) to the Lennox School District.
4. Approve the Request for Appropriation Adjustment for \$110,000 for FY 2003-2004 (Attachment V), fully funded by the federal grant funds. These funds will be paid by DMH to Lennox for continuation of mental health services to high-need middle school students.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Lennox School District is in the final year of an Office of Criminal Justice Planning (OCJP) grant to provide mental health services for approximately 30 high-need middle school children with emotional/behavioral problems. During the final year of the grant, OCJP was disbanded and its grants were transferred to the BOC. These actions are necessary to meet a technical requirement of the BOC grant that the funds must go through a unit of local government. As a courtesy to a fellow public agency, DMH has agreed to act as the administrative agency for the final year of this grant program. Without approval of the recommended actions, Lennox cannot be reimbursed for costs incurred from October 1, 2003 through June 30, 2004 for the provision of services to this high need group of middle school children.

The delay in request for assistance from Lennox School District resulted in this retroactive request to your Board. The Board action is consistent with your Board's policy for timely submission of contracts for Board approval, as noted by the CAO's letter to the Board dated September 7, 2000, under paragraph heading Overall Policies, circumstance No. 2, "The County is receiving funds" and failure to proceed with filing would result in the loss of grant funding to Lennox School District.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goal #5, "Children and Families' Well-Being" and will provide the means for the continuation of needed services to Lennox School District middle school students.

FISCAL IMPACT/FINANCING

There is no impact on net County cost. The Appropriation Adjustment of \$110,000 is fully funded by the federal grant. The DMH has agreed to act as the administrative agency for

the final year of the grant. The DMH will pay Lennox for mental health services provided to high-need middle school children, on behalf of the BOC, in FY 2003-2004.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the requested actions will allow DMH to accept these federal grant funds from the BOC and enter into a Letter of Agreement with Lennox School District for the payment of the funds to Lennox. As stipulated in the Resolution, Lennox will bear sole responsibility for the provision of matching funds in the amount of \$54,793 required for the project and for any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages. DMH and the County will bear no liability in this regard.

The proposed actions have been reviewed and approved by County Counsel, the Chief Administrative Office, Lennox School District officials, and DMH's Program and Fiscal staff. The attached formats have been approved as to form by County Counsel. The required Grant Management Statement is attached (Attachment VI).

CONTRACTING PROCESS

These Agreements with the Board of Corrections and the Lennox School District are necessary to enable DMH to serve as an administrative agency to assist Lennox in meeting a technical requirement established for the final year of a three-year OCJP grant, in order to receive the grant funding.

IMPACT ON CURRENT SERVICES

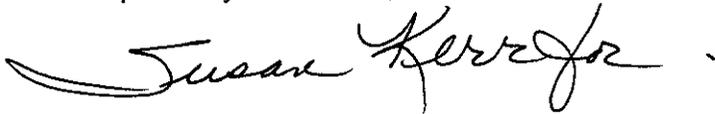
Board approval of the Agreements and acceptance of the federal grant funding will enable DMH to facilitate the provision of mental health services to a group of high-need students within the Lennox School District.

The Honorable Board of Supervisors
June 17, 2004
Page 4

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action, one (1) certified copy of the attached Resolution, and one (1) certified copy of the attached Certification of Assurance of Compliance. It is requested that the Executive Officer of the Board notify the Department of Mental Health's Contract Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MY:RK:CK:ds

Attachments (6)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
State of California Board of Corrections
Lennox School District

DLS: LennoxSchDist

RESOLUTION OF THE GOVERNING BOARD

WHEREAS the **Los Angeles County Board of Supervisors (hereafter referred to as Board)** desires to undertake a certain project designated "**CHANGES**" to be funded in part from funds made available through the Title V Community Prevention Program administered by the State Board of Corrections (hereafter referred to as BOC).

NOW, THEREFORE, BE IT RESOLVED that the Director of the **Los Angeles County Department of Mental Health (hereafter referred to as DMH)** is authorized, on its behalf to submit the attached proposal to BOC and is authorized to sign and approve on behalf of **the Board** the attached Grant Award Agreement including any extensions or amendments thereof for a period of nine months beginning on October 1, 2003 through June 30, 2004.

BE IT FURTHER RESOLVED that the Lennox School District, through a Letter of Agreement with DMH, agrees to provide all matching funds (approximately \$54,793) required for said project (including any amendment thereof) under the Program and the funding terms and conditions of BOC and that the match will be appropriated as required.

IT IS AGREED that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the Lennox School District, through a Letter of Agreement with DMH. The State of California and BOC and the County of Los Angeles and DMH disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the **Board of Supervisors of Los Angeles County** in a meeting thereof held on **(8) June 29, 2004** by the following:

Vote: (9)
Ayes:
Noes:
Absent:

Signature: (10) _____

Date: (11) _____

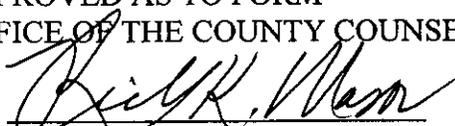
Typed Name and Title: (12) _____

ATTEST: Signature: (13) _____

Date: (14) _____

Typed Name and Title: (15) _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: 
Principal Deputy County Counsel

RESOLUTION INSTRUCTIONS

Note: The resolution should include all of the elements contained in the sample. Unless there is a compelling reason not to do so, BOC strongly suggests that the project follow the exact format and language provided in the sample Resolution. This will assure that the processing of the Grant Award Agreement and the request for funds are not seriously delayed because the language of the Resolution does not meet BOC requirements.

- (1) Enter the full name of the board or council making the resolution.
- (2) Enter the title of the proposed project. This should be the same as the title of the proposed project on the Grant Award Face Sheet (OCJP A301).
- (3) Enter the full title of the administrator or executive who is authorized to submit the proposal.
- (4) Enter the full title of the organization that will submit the proposal.
- (5) Enter board or council, whichever is appropriate.
- (6) Enter the same as item (1).
- (7) Enter the same as item (5).
- (8) Enter the date of the meeting in which the resolution was adopted.
- (9) Enter the votes of the members in the appropriate category.
- (10) Enter the signature of the person signing on behalf of the board or council.
- (11) Enter the date of the certification.
- (12) Enter the typed name and title of the person making the certification.
- (13) Enter the signature of the person attesting that this is a true copy of the resolution. This must be a person other than the person who signed on behalf of the board or council [see item (10)].
- (14) Enter the date attested.
- (15) Enter the typed name and title of the person attesting.

CERTIFICATION OF ASSURANCE OF COMPLIANCE

I, **Marvin J. Southard, Director**, hereby certify that:

GRANTEE: Los Angeles County Department of Mental Health

IMPLEMENTING AGENCY: Lennox School District

PROJECT TITLE: "CHANGES"

Is responsible for reviewing the State Board of Corrections (BOC) Administrative and audit requirements and adhering to all of the Grant Award requirements (state and/or federal) as directed by the BOC including, but not limited to, the following areas:

I. Equal Employment Opportunity

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of Race, Religious Creed, Color, National Origin, Ancestry, Disability (mental and physical) including HIV and AIDS, Medical Condition (cancer and genetic characteristics, Marital Status, Sex, Sexual Orientation, Denial of Family Medical Care Leave, Denial of Pregnancy Disability Leave, or Age (over 40).

Please provide the following information:

A.A. Officer: Elaine Jefferies

Title: Human Resources Employee Relations Officer

Address: 550 S. Vermont Avenue, 9th Floor, Los Angeles, CA 90020

Phone: (213) 738-4054

Email: ejefferies@dmh.co.la.ca.us

II. Drug-Free Workplace Act of 1990

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug free workplace.

III. California Environmental Quality Act (CEQA)

The State of California requires BOC funded projects to comply with all of the requirements mandated by the State of California, Office of Planning and Research (OPR) to ensure that the project is not impacting the environment negatively.

IV. Environmental Impact Report (CEQA) – Only Applies to Construction Costs

Federal regulations require that BOC funded projects comply with Environmental Impact Report and National Environmental Policy Act.

V. Lobbying

BOC grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension

BOC funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The Lennox School District agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of BOC, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the Lennox School District. The State of California, BOC and the County of Los Angeles and Department of Mental Health disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from BOC shall not be used to supplant expenditures controlled by the city council/governing board.

The Applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

All appropriate documentation must be maintained on file by the project and available for BOC or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the grantee may be ineligible for award of any future grants if the BOC determines that any of the following has occurred: (1) the grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the BOC Grant Award Face Sheet and the Letter of Agreement with Lennox School District, and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Authorized Official's Typed Name: Marvin J. Southard, D.S.W.

Authorized Official's Title: Director of Mental Health

Date Executed: _____

Federal ID Number: _____

Executed in the City/County of: Los Angeles

AUTHORIZED BY:

- City/County Financial Officer
- City Manager/County Administrator
- Governing Board Chair

Signature: _____

Typed Name: _____

Title: _____

**LETTER OF AGREEMENT
BETWEEN THE DEPARTMENT OF MENTAL HEALTH
AND THE LENNOX SCHOOL DISTRICT FOR PAYMENT OF BOARD OF
CORRECTIONS GRANT FUNDS**

This Agreement is made and entered into this _____ day of _____, 2004 by and between the Los Angeles County Department of Mental Health (hereafter "DMH") and the Lennox School District (hereafter "Lennox"). DMH and Lennox hereby agree as follows:

WHEREAS, Lennox has been the recipient of a three-year Office of Criminal Justice Planning (OCJP) grant to provide mental health services to approximately thirty (30) high-need middle school children with emotional/behavioral problems under a program, called "CHANGES"; and

WHEREAS, during the final year of the grant, OCJP was disbanded and, as of October 1, 2003, its grants were transferred to the State of California Board of Corrections (BOC); and

WHEREAS, in order to meet a technical requirement of the BOC that the remaining grant funds must go through a unit of local government that serves as the administrative agency for the grant has caused this Letter of Agreement; and

WHEREAS, even though DMH will not receive benefit from this grant, DMH, as a courtesy for a fellow public agency, has agreed to act as the administrative agency, solely for the purpose of receiving the grant funds for the period of October 1, 2003 through June 30, 2004 from the BOC and disbursing these funds to Lennox; and

WHEREAS, without DMH assistance, Lennox cannot be reimbursed for costs incurred from October 1, 2003 through June 30, 2004 for the provision of services to this high-need group of middle school children.

NOW, THEREFORE, in consideration of the benefit to Lennox to be derived from this Agreement, DMH and Lennox agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Term. This Agreement shall commence as of the day, month and year first above written and shall remain in effect until June 30, 2004, or upon payment made pursuant to Paragraph 3, whichever is later.
2. Compensation. DMH will reimburse Lennox for expenses related to the "CHANGES" program, which is fully funded by BOC grant funds, not to exceed \$109,583.
3. Method of Payment. DMH will reimburse Lennox based upon one invoice (see Exhibit I) submitted by Lennox to DMH for the "CHANGES" program expenses incurred from October 1, 2003 through June 30, 2004.

Invoice Procedure:

- Lennox will submit an original invoice to DMH's Provider Reimbursement Division Unit (8th Floor, 550 S. Vermont Avenue, LA 90020), identifying actual costs incurred by Lennox for the "CHANGES" program, as soon as possible but no later than forty-five (45) calendar days following the end of this Agreement, which is June 30, 2004.
 - DMH will make a reasonable effort to process payment within thirty (30) calendar days after receipt of funds from the State and approval of the Lennox invoice.
4. Indemnification. Lennox agrees to indemnify, defend, and hold harmless DMH and the County of Los Angeles, its agents, officers, and employees from any and all liability, expense, including defense costs and legal fees, and claims for damage, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the services performed by Lennox employees, its agents, or officers related to this Agreement. These obligations shall survive the termination of this Agreement.
 5. Liability. Any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages shall be the responsibility of Lennox. The State of California and BOC and the County of Los Angeles and DMH disclaim responsibility for any such liability. These obligations shall survive the termination of this Agreement.

6. Matching Funds. Lennox agrees to provide all matching funds (see Exhibit II), which is approximately \$54,793, required for said project (including any amendment thereof) under the Program and the funding terms and conditions of BOC and that the match will be appropriated as required. By entering into this Letter of Agreement, neither DMH nor the County of Los Angeles will incur any liability for the provision of matching funds for this grant.
7. Compliance with Laws. The parties agree to be bound by applicable Federal, State and local laws, regulations, and directives as they pertain to the performance of this Agreement, including, but not limited to, those listed on the Certification of Assurance of Compliance attached hereto.
8. Severability. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
9. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if both parties drafted it hereto.
10. Termination. This Agreement shall terminate June 30, 2004, or upon payment made pursuant to Paragraph 3, whichever is later.

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SIGNATURES

IN WITNESS WHEREOF, the County's Director of Mental Health, or his designee, and the Lennox School District's Superintendent, or authorized representative, have caused this Agreement to be executed as of the day, month and year first above written.

LENNOX SCHOOL DISTRICT

DEPARTMENT OF MENTAL HEALTH
COUNTY OF LOS ANGELES

By: _____

Dr. Bruce McDaniel
Superintendent

By: _____

Marvin J. Southard, D.S.W.
Director

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: _____
Principal Deputy County Counsel

6500 MATCH REQUIREMENTS6510 Definitions6511 Cash Match

Cash match, also known as hard match, is income from a source other than state or federal funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities and supplies may be considered cash match, if not in violation of the prohibition on supplanting.

6512 In-Kind Match

6512.1 In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of the OCJP grant award activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations and individuals. Examples include donated office supplies, equipment, professional services and volunteer time. In general, the value of in-kind contributions is determined by fair market value.

6512.2 In-kind match is not allowable unless specifically allowed in the Program Guidelines or RFP.

6512.3 If the Program Guidelines or RFP allow in-kind contributions (e.g., volunteer services) for match, projects should document actual time worked by using a time reporting system such as sign-in and sign-out sheets which are completed by the volunteer and contain the signed approval by the supervisor.

Another method is to use the volunteer staff schedule. Volunteer staff initial and indicate the days/hours worked and the supervisor signs and dates the schedules to indicate approval.

6512.4 Projects must maintain documentation to support the claimed hourly salary rate of the volunteer services. The rate claimed should be comparable to the rates for paid employees performing similar duties. Published rates will not be allowed unless projects can provide evidence that the rates are comparable.

The documentation maintained should include duty statements for the volunteer positions and the comparable paid employee positions and information regarding the hourly salary rates paid to those particular employees. The hourly volunteer rate used, multiplied by the volunteer hours worked, total the dollar amount of the in-kind contributions. This calculation and the other referenced documentation should be maintained as part of the accounting records.

6512.5 Costs associated with volunteers may be claimed. These costs should be determined using the same methods used when calculating costs associated with employees.

6520 Match Categories (Allowable/Nonallowable)6521 Asset Forfeitures

Assets from federal or state forfeiture proceedings are allowable match, if permitted by the Program Guidelines.

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
 DEPARTMENT OF MENTAL HEALTH

DEPT'S. NO. 435

19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

(FY 03-04)

4-VOTES

Sources:

Department of Mental Health
 Federal - ~~Other~~ BOC - LENNOX SCH. DIST.
 A01-MH-20500-902C
 \$110,000

Uses:

Department of Mental Health
 Services & Supplies
 A01-MH-20500-2000
 \$110,000

This appropriation adjustment reflects the Board of Corrections (BOC) grant funds to be paid by the Department of Mental Health (DMH) to Lennox Unified School District for the continuation of mental health services to high-need middle school students. There is no net County cost.

Susan Kerger
 Marvin J. Southard, D.S.W.

Director of Mental Health

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR —

ACTION

APPROVED AS REQUESTED

AS REVISER

✓

RECOMMENDATION

6/17/04

19

Robert Pappas
 CHIEF ADMINISTRATIVE OFFICER

19

AUDITOR-CONTROLLER

BY

Helen Fung
 JUNE 17 2004

APPROVED (AS REVISED): BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

NO. 323

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: MENTAL HEALTH (for the Lennox School District)		
Grant Project Title and Description		
Project Title: "CHANGES"-- Board of Corrections (BOC) grant funds provide counseling services to approximately 30 of the most at risk Lennox Middle School students and their families. NOTE: To meet BOC grant funding requirements, DMH has agreed to act as the administrative agency "go thru" as a courtesy to a fellow public agency. Lennox School District is providing all staffing requirements.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California Board of Corrections	JC01031275	
Total Amount of Grant Funding: \$109,583		County Match: 0
Grant Period: 9 months	Begin Date: 10/1/03	End Date: 6/30/04
Number of Personnel Hired Under This Grant:	Full Time: 0	Part Time: 0
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes N/A	No
Will all personnel hired for this program be placed on temporary ("N") items?	Yes N/A	No
Is the County obligated to continue this program after the grant expires?	Yes	No X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes	No X
b.) Identify other revenue sources (describe below)	Yes	No X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	No X
Impact of additional personnel on existing space:		
Not applicable. (See above Program Description)		
Other requirements not mentioned above: No DMH staff are involved in this project. Lennox School District, per Letter of Agreement, "bears sole responsibility for the project and any liability arising out of the performance of the Grant Award".		

Department Head Signature: _____ Date: _____